

UNITED STATES DISTRICT COURT OF NORTHERN
DISTRICT OF NEW YORK.

JAMES P. ITHANA, C.E.O. PROSE, PLAINTIFF ET AL.

DOCKET NO: 5:22 - CV - 427

(BKS/ML)

- AGAINST -

1. CATHELEEN NASH, ET AL.
2. JOHN CRUIZE, ET AL.
3. BEIN VAN DOREN, ET AL.
4. ONONDAGA COUNTY,
5. KEY BANK, N.A. ET AL.
6. LINDA MOSSU ET AL.
7. BANK OF AMERICA, N.A. ET AL.
8. AMY BOWELL, ET AL.

U.S. DISTRICT COURT - N.D. OF N.Y.
FILED
DEC 15 2022
AT _____ O'CLOCK
John M. Domurad, Clerk - Syracuse

DEFENDANTS/RESPONDENTS

DISPOSITIVE MOTION, ADDRESSED TO
JUDGE BRENDAN K. SANNIES, CONCERNING
BREACH OF FIDUCIARY DUTY AND
BREACH OF LEGAL CONTRACTS BY THE NAMED
DEFENDANTS, HEREIN, ABOVE LISTED.

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JURISDICTION PURSUANT TO C.P.L.R.
SECTION 215(8)(A).

- 11 IT IS A FACT THAT, UNDER NEW YORK STATE LAWS PLAINTIFFS HAVE THE RIGHT TO BRING AND FILE THIS LAW SUIT AT THIS TIME PURSUANT TO C.P.L.R. 215(8)(A), WHICH SAYS THAT, WHEN EVER IT IS SHOWN THAT A CRIMINAL ACTION HAS BEEN COMMENCED WITH RESPECT TO THE EVENT, OR OCCURRENCE FROM WHICH A CLAIM GOVERNED BY THIS SECTION ARISES, THE PLAINTIFFS SHALL HAVE AT LEAST ONE YEAR, FROM TERMINATION OF THE CRIMINAL ACTION AS DEFINED IN SECTION 120 OF THE CRIMINAL PROCEDURE LAW, IN WHICH TO COMMENCE THE CIVIL ACTION, NOTWITHSTANDING THAT THE TIME IN WHICH TO COMMENCE SUCH ACTION HAS ALREADY EXPIRED OR HAS LESS THAN A YEAR REMAINING.

BREACH OF FIDUCIARY DUTY
AND BREACH OF CONTRACTS.

2. IT IS A FACT THAT BREACH OF FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS THAT PLAINTIFFS SIGNED AT DEFENDANT'S OFFICES WHEN PLAINTIFFS OPENED THEIR BUSINESSES AND PERSONAL ACCOUNTS FOR THE DEFENDANTS TO BE THE SOLE BANKS TO COLLECT PLAINTIFFS LETTERS OF CREDIT AND ALL CASH TRANSACTIONS FROM PLAINTIFFS BUSINESS ASSOCIATES WORLD WIDE.

3. IT IS A FACT THAT DEFENDANTS PROMISED PLAINTIFFS TO TAKE CARE OF PLAINTIFFS BUSINESS AFTER PLAINTIFFS REPOSED.

4. IT IS A FACT THAT NEW YORK STATE C.P.L.R. 215(8)(A). CLEARLY SHOWS THIS COURT THAT BREACH OF FIDUCIARY DUTY IS NOT A MOOT ISSUE AND DEFENDANTS WHO THOUGHT THAT FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS ARE MOOT ISSUES ARE WRONG. BECAUSE C.P.L.R. 215(8)(A), NEW YORK LAW, IS THE SHIELD TO MOOTNESS. →→

5. DEFENDANTS WHO CLAIMED THAT PLAINTIFFS CIVIL ACTION IS TRUE, WHICH IS ALL THE NAMED DEFENDANTS HAVE VIOLATED PLAINTIFFS CIVIL AND CONSTITUTIONAL RIGHTS. SEE MALMSTEEN V. BERDON, LLP 369 F.3d 248, C.A.2, N.Y. 248, (C.A.2 N.Y. 2010)
6. IT IS A FACT THAT DEFENDANTS HAVE FAILED TO COLLECT PLAINTIFFS LETTERS OF CREDIT AND ALL CASH TRANSFERS THEY PROMISED TO COLLECT. THEY MUST PAY BACK PLAINTIFFS PROPERTY THEY FAILED TO COLLECT, AS IN MALMSTEEN V. BERDON, LLP. THE COURT ORDERED BERDON, LLP TO PAY MALMSTEEN ALL THE FUNDS BERDON FAILED TO COLLECT. ALSO RE GERSON SUPRA. THE COURT ORDERED GERSON TO PAY BACK ALL THE FUNDS HE FAILED TO COLLECT. RE GERSON 174 N.Y.S.2d 645, 17A.B.3d N.Y. 2005)
7. IT IS A FACT THAT PLAINTIFFS ARE THE PREVAILING PARTY AND ALL PLAINTIFFS LOST PROFITS MUST BE PAID BACK BY THE WRONGDOERS (DEFENDANTS).

DAMAGES TO BE PAID BACK BY
THE DEFENDANTS, THE WRONGDOERS.

1. LETTERS OF CREDIT 705 IN NUMBER WORTH ABOUT
\$ 900 BILLION DOLLARS + STATE & FEDERAL
TAXES.
2. PERFORMANCE BOND THAT PLAINTIFF PUT DOWN
PAYMENT OF U.S. 15% U.S. \$ 500⁰⁰ BILLIONS.
+ STATE AND FEDERAL TAXES FOR MANY MORE
LETTERS OF CREDIT.
3. SALARY THAT PLAINTIFF WAS TO COLLECT
EVERY YEAR U.S. 15%⁰⁰ BILLIONS EVERY
YEAR FOR 17 YEARS FROM 2005 - 2022
+ TAXES, FEDERAL AND STATE. AMOUNT OF
U.S. 2,550⁰⁰ BILLIONS = \$ 150 BILLIONS X 17 YEARS
4. COMPENSATION FOR 10 YEARS IN NEW YORK
PRISONS AND JAILS WITHOUT HAVING COMMITTED
A CRIME. AN AMOUNT OF U.S. \$ 30⁰⁰ BILLIONS
PER YEAR FROM 2005 - 2015. 10 YEARS =
U.S. \$ 300⁰⁰ BILLION IN U.S. DOLLARS + ALL THE
STATE AND FEDERAL TAXES.

5. DAMAGES TO BE PAID BACK BY DEFENDANTS
THE WRONGDOERS. UNDER PRINCIPLE OF
RELIANCE.

IT IS A FACT THAT UNDER NEW YORK
LAW WHEN DEFENDANTS BREACHED
FIDUCIARY DUTY OWED PLAINTIFFS,
THEY ALSO BREACHED THE UNDERLYING
PRINCIPLE OF RELIANCE THAT WAS
MADE BINDING WHEN ALL THE DEFENDANTS
BREACHED FIDUCIARY DUTY/TRUST OWED
PLAINTIFFS, THEY ALSO BREACHED THE
UNDERLYING PRINCIPLE OF RELIANCE.
THAT WAS MADE BINDING WHEN ALL
THE DEFENDANTS BECAME PLAINTIFFS.
FIDUCIARIES. SEE GLANDALE FEDERAL
BANK, F.S.B. V. U.S., 239 F.3d 1374

6. IT IS A FACT THAT, THE REASON FOR THIS
PRINCIPLE RULE, HAS BEEN WELL
EXPRESSED BY THE U.S. SUPREME COURT
IN THE IMPORTANT CASE OF BIGELOW
V. R.K.O. RADIO PICTURES, 327 U.S.
250 (1946) HERE, R.K.O. RADIO PICTURES
HAD LOST INTERIANT TICKETS TO THE MOVIE
HOUSES PURPOSELY;

7. IT IS A FACT THAT R.K.O. RADIO PICTURES HAS BREACHED FIDUCIARY DUTY AND LEGAL CONTRACTS, WHEN THEY PURPOSELY LOST TICKETS THAT R.K.O. RADIO PICTURES HAD PROMISED TO DELIVER.
8. IT IS A FACT THAT UNDER NEW YORK LAW AND THE U.S. SUPREME COURT RULING, R.K.O. RADIO PICTURES WAS MADE TO PAY THE EQUIVALENT OF THE LOST TICKETS IN U.S. DOLLARS BECAUSE OF THE PROMISE THEY MADE TO DELIVER, AND BIGELOW RELIED ON THAT PROMISE AS IN THALMSTEEN V. BERDON, L.L.R. SUPRA AND RE GARSON SUPRA, ALSO SEE JAMES WOOD GENERAL TRADING ESTABLISHMENT V. COE, 297 F.2D 657-658 (C.A. N.Y. SECOND CIRCUIT. 1961).
9. IT IS A FACT THAT UNDER NEW YORK LAW IN CONTEXT OF MALICIOUS PROSECUTION ACTUAL MALICE CAN RARELY →

9. →

BE ESTABLISHED THROUGH DIRECT EVIDENCE.
AS IN ROUSEVILLE V. ZAHL, 13 F3d
625 (C.A. 2d N.Y. 1994).

10.

IT IS A FACT THAT, UNDER NEW YORK LAW,
PLAINTIFFS LOSS OF BUSINESS PROFITS,
FUTURE BUSINESS PROFITS CONTRACTS
AND GOOD WILL AS CONSEQUENCE
OF DEFENDANT'S WRONGS, MALICIOUS
ACTIONS ALLEGED ELSE WHERE IN
COMPLAINT MAY BE RECOVERED
WITHOUT PLEADING THEM AS SEPARATE
CAUSE OF ACTION. SEE; ADVANCE
MARINE TECHNOLOGIES INC. V.
BURNHAM SECURITIES INC. 16 F.
SUPP. 2d 375 (S.D. N.Y. 1998). ALSO
WHITNEY V. CITIBANK 782 F.2d 1106
(C.A. 2nd N.Y. 1106) 1986.

TORTIOUSLY INTERFERED WITH
CONTRACTUAL AND PROSPECTIVE
BUSINESS RELATIONS OF PLAINTIFFS WITH
THEIR BUSINESS ASSOCIATES WHEN →

WRONGFUL MEANS

→ DEFENDANTS EMPLOYED WRONGFUL MEANS. (MALICIOUS CRIMINAL PROSECUTION AGAINST PLAINTIFFS.) THE MALICIOUS CRIMINAL CHARGES WERE BOGUS AND ILLEGAL AND ON APRIL 9, 2014 THE ILLEGAL INDICTMENT WAS COMPLETELY DISMISSED AS A MATTER OF LAW. SINCE THERE WAS NO LEGAL EVIDENCE TO PROSECUTE.

IT IS A FACT THAT UNDER NEW YORK LAW, PLAINTIFF WAS RELEASED IN APRIL 9, 2014 WITHOUT HIS PROPERTY. (THE LUCRATIVE LETTERS OF CREDIT AND ALL THE CASH TRANSFERS FROM HIS MANY BUSINESS ASSOCIATES WORLD WIDE.

IT IS A FACT THAT PLAINTIFF SERVED 10 YEARS IN PRISON WITHOUT HAVING COMMITTED A CRIME.

IT IS A FACT THAT PLAINTIFF HAS NOT RECOVERED FROM THE WRONGFUL MEANS THAT DEFENDANTS DID UPON → HIM.

IT IS A FACT THAT UNDER NEW YORK LAW

5. BREACH OF FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS.

IT IS A FACT THAT, UNDER NEW YORK LAW, THE ISSUE, IN THIS DISPOSITIVE MOTION, IS BREACH OF FIDUCIARY DUTY AND BREACH OF LEGAL CONTRACTS. AS IN MALMSTEIN V. BERDAN, SUPRA. ALSO SEE RE GARSON, SUPRA.

6. IT IS A FACT THAT, IN THE STATE OF NEW YORK, A CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY HAS A SIX YEAR STATUTE OF LIMITATION. AND SINCE THERE WERE THREE BANKS CONTRACTS, PLAINTIFF ASSERTING LIABILITY IN THE CONTRACTUAL RELATIONSHIP OF PARTIES. AS IN BARATIA V. KOZLOWSKY, 94 AD. 2d 454, 464 N.Y.S.2d 803, 807-08 (1983) ALSO SEE THE CASE OF SEARS ROEBUCK 767 & CO. V. ENCO ASSOC. 43 N.Y.2d 389, 401 N.Y.S.2d 767, 372 N.E.2d 535-538 (1977) SEE ALSO SEBHARDT V. ALLSPEC INC. 96 F.Supp.331, 335 (S.D.N.Y. 2000).

ACCOUNTABILITY AND LIABILITY

→ BEEN UNABLE TO DO SO, RENDERS THEM
 LIABLE. AS IN RE-GARSON, SUPRA, AND
 MALMSTEEN V. BERSON, L.L.P. 369 F.3d
 1048 (CA. 2 N.Y. 2010), 42 U.S.C.A.
 2010, BIGELOW V. R.K.O. RADIO PICTURES
 327 U.S. 251 (U.S. SUP. 1946)

IT IS A FACT THAT UNDER NEW YORK
 LAW, THEY DO NOT NEED TO PROVE OR
 PROVE THAT THEY WERE A PARTY OR
 WOULD HAVE BEEN A PARTY TO ANY PAST,
 PRESENT OR FUTURE BUSINESS RELATIONSHIP
 OR CONTRACTUAL AND PROSPECTIVE RELATIONSHIP
 WITH THEIR BUSINESS ASSOCIATES.

IT IS A FACT THAT, ALL THE DEFENDANTS
 FAILED TO COLLECT PLAINTIFFS PROPERTY
 AS THEY PROMISED. AS IN MALMSTEEN
 V. BERSON L.L.C. "SUPRA" CASE. AND
 RE: GARSON, SUPRA, AND BIGELOW V.
 R.K.O. RADIO PICTURES, (U.S. SUPREME
 COURT CASE. ALL THESE CASES, THE
 DEFENDANTS WERE MADE TO PAY BACK →

WRONGFUL MEANS:

→ PLAINTIFFS:

IT IS A FACT THAT VALID CONTRACTS ARE NOT NECESSARY, AS IN THE CASE OF HANNEX CORP. V. G.M.T. INC. 140 F3d 194 (C.A. 2d, N.Y. 1998). ALSO SEE RESTATEMENT (SECOND) OF TORTS SEC. 766B CMF C (1979). ALSO SEE PPX ENTERS INC. V. ALERIA FINELITE INC. 818 F.2d 266, 270 (C.A. N.Y. 1987). S&K SALES V. NIKE INC. 816 F.2d 843 (C.A. 2-N.Y. 1987). HANNEX CORP. V. G.M.T. INC. 140 F3d 194 (C.A. 2d N.Y. 1998) AND N.B.T. BANCORP INC. V. FLEET/MORSTAR FIN. GROUP INC. 87 N.Y. 2d 614, 621, 641 N.Y.S.2d 581-586, (1996).

IT IS A FACT THAT UNDER NEW YORK LAW DEFENDANTS AS FIDUCIARIES OF PLAINTIFFS HAD A DUTY TO COLLECT ACCOUNT DOCUMENT AND CREDIT INTO PLAINTIFFS ACCOUNTS, ALL THE 235 INCOMING LETTERS OF CONTRACT THAT IS THE STANDARD BY WHICH THEY ARE HELD TO ACCOUNT AND TO THE EXTENT THAT THEY HAVE →

→ → CONTRACTUAL RELATIONSHIP
TO COLLECT

9. IT IS A FACT THAT THERE WAS A
CONTRACTUAL RELATIONSHIP BETWEEN
PLAINTIFF AND THE DEFENDANTS BANKS
ET AL.

10. IT IS A FACT THAT THE DEFENDANTS
LENDING INSTITUTIONS BREACHED THE
FIDUCIARY DUTY AND THE LEGAL CONTRACT.
THEY ARE DEFINITELY ACCOUNTABLE
AND LIABLE TO PLAINTIFFS' LOSSES. THEY
ARE THE WRONGDOERS, THEY MUST
PAY BACK WHAT THEY OWE PLAINTIFF
AS IN THE CASE OF MALMSTEEN V.
BERSON, L.L.P., SUPRA AND CASE OF -
REGARSON, WHERE BY BOTH THESE
CASES, THE COURT FOUND THAT THE
DEFENDANTS BREACHED THEIR FIDUCIARY
DUTY TO COLLECT PLAINTIFFS MONEY.
THEREFORE, THEY WERE ORDERED BY COURT TO
PAY BACK ALL THE FUNDS THEY FAILED
TO COLLECT. "THEY DID PAY BACK" ALL
THE FUNDS THEY FAILED TO COLLECT.

11. IT IS A FACT THAT, UNDER NEW YORK LAW, THIS COURT MUST ORDER THESE DEFENDANTS TO PAY BACK PLAINTIFFS PROPERTY (FUNDS/MONEY AS THE LAW COMMANDS. SEE: MALMSTEEN V. BERDON, LLP, SUPRA ALSO RE: GARSON SUPRA. AND RIELOW V. R.K.D. RADIO PICTURES 327 U.S. 251 (1946 U.S. SUPREME COURT) (RIELOW V. R.K.D. RADIO PICTURES → → → 327 U.S. 251 (1946 U.S. SUPREME COURT), * OSCAR GRUSS AND SON, INC. V. HOLLANDER, 337 F.3d (C.A.2, 2003)

12. IT IS A FACT THAT THE DEFENDANTS ARE THE WRONG DOERS THE TORTFEASORS, THEY ARE ACCOUNTABLE AND LIABLE TO THE PLAINTIFFS, WHO ARE THE NON-BREACHING PARTY FOR DAMAGES IT MUST PUT THE PLAINTIFFS THE NON-BREACHING PARTIES IN AS GOOD A POSITION AS IF THE BREACH HAS NOT OCCURRED. SEE: OSCAR GRUSS, 337 F.3d AT 186, ALSO INDU CRAFT INC. V. BANK OF BARODA, 407 F.3d 490, 496 (C.A.2, N.Y. 1995) ALSO MALMSTEEN V. BERDON, LLP, 369 F.2d APPX 248 (C.A.2, N.Y. 2010).

IN CONTEXT OF MALICIOUS PROSECUTION.

- TAGARE V. NYNEX NETWORK
SYSTEM CO. 921 F. SUPP. 1146 (S.D. N.Y. 1996). (S.D. N.Y. 1996)

IT IS A FACT THAT UNDER NEW YORK
STATE LAWS, IN CONTEXT OF

MALICIOUS PROSECUTION, ACTUAL

MALICE CAN RARELY BE ESTABLISHED

THROUGH DIRECT EVIDENCE AND THIS

MAY BE PROVEN THROUGH CIRCUMSTANTIAL

EVIDENCE. AS IN ROUNSEVILLE V.

ZAHN, 13 F.3d 625 (C.A.2 CIRCUIT,
N.Y. 1994).

IT IS A FACT THAT UNDER NEW YORK
LAWS PLAINTIFFS LOSS OF BUSINESS

PROFITS CONTRACTS, FUTURE BUSINESS

PROFITS, CONTRACTS AND GOOD WILL

AS CONSEQUENCES OF DEFENDANT'S

WRONG, MALICIOUS ACTIONS ALLEGED
ELSE WHERE IN COMPLAINTS MAY
BE RECOVERED WITHOUT PLEADING
THEM AS SEPARATE CAUSE OF
ACTION. SEE: ADVANCE MARINE
TECHNOLOGIES INC. V. BURNHAM
SECURITIES INC. 16 F. SUPP. 2d
375 (S.D. N.Y. 1998; ALSO WHITNEY
V. CITIBANK, 782 F2d 1106
(C.A. 2ND CIRCUIT N.Y. 1986.)

IT IS A FACT, THAT IN THE STATE OF
NEW YORK LAWS, IN APPROPRIATE
CASES OF BREACH OF BREACH OF
FIDUCIARY DUTY AND BREACH OF
CONTRACT, NEW YORK LAW GRANTS
LOST PROFITS AS AN ELEMENT OF →→

→→→ DAMAGES.

ALSO, MERLITE V. VALASSIS 12 F
3d. 373.

IT IS A FACT THAT, UNDER NEW YORK
STATE LAWS DEFENDANTS MUST PAY
PLAINTIFF JAMES P. THANA, THE
AMOUNT OF U.S. \$150.00 BILLIONS
PER YEAR FROM 2005 UNTIL
NOW + INTEREST SINCE THAT IS THE
AMOUNT OF COMPENSATION THAT HE
WAS GOING TO BE PAID IF THE DEFENDANTS
HAD PERFORMED THEIR FIDUCIARY DUTY
OWES PLAINTIFFS, + TAX + INTEREST. (SALARY

21. IT IS A FACT THAT, UNDER NEW YORK
LAW, DEFENDANT MUST PAY PLAINTIFF
JAMES P. THANA, THE C.E.O. THE PRESIDENT
OF J. & W. TRADING & LEASING INC. →

AMOUNT OF DAMAGES.

→ 21. THE SUM OF U.S. \$ 30⁰⁰ BILLIONS PER YEAR FROM 2005 TILL 2015, FOR EACH YEAR THAT HE SPENT IN MAXIMUM JAILS AND PRISONS FOR THE FRAUDULENT FALSE WRONGFUL, BOGUS CRIMINAL CHARGES THAT WERE UNANIMOUSLY REVERSED BY N.Y. SUPREME COURT AND INDICTMENT DISMISSED. A VERY PAINFUL INCARCERATION, FOR MORE THAN 10 YEARS. + INTEREST AND TAXES.

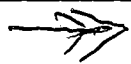
IT IS A FACT THAT UNDER NEW YORK LAW BREACH OF FIDUCIARY DUTY AND LEGAL CONTRACTS ARE MEASURED FROM DATE OF THE BREACH, AS IN THE CASE OF: OSCAR GRUSS AND SON INC. V. →

⇒ HOLLANDER, 337 F.3d 186 (C.A.2, 2003).
N.Y. SECOND CIRCUIT 2003.)

IT IS A FACT THAT, UNDER NEW YORK
STATE LAW, ALTHOUGH THE AMOUNT OF
RECOVERABLE DAMAGES IN BREACH OF
FIDUCIARY DUTY CASE IS A QUESTION OF
FACT, THE MEASURE OF DAMAGES UPON
WHICH THE FACTUAL COMPUTATION IS
BASED IS A QUESTION OF LAW. SEE:

OSCAR GRUSS AND SON, INC. V.
HOLLANDER, 337 F.3d 186 (2d.
CIRCUIT, NEW YORK, 2003).

IT IS A FACT THAT, UNDER NEW YORK
STATE LAW, A FIDUCIARY IS NOT
AUTHORIZED TO VIOLATE THE TERMS OF
A TRUST MERELY TO MINIMIZE LEGAL ⇒



LIABILITY TO ITSELF.

DEFEND.

IT IS A FACT THAT UNDER NEW YORK LAWS
AND U.S.A. CONSTITUTION PURSUANT
TO TITLE 31 U.S.C.A. 5318 (G) (3), AND
TITLE 42 U.S.C.A. 1985 (3) ALL THE
DEFENDANTS VIOLATED FIDUCIARY DUTY AND
BREACHED FIDUCIARY DUTY AND LEGAL CONTRACTS
OWED PLAINTIFFS.

JURISDICTION

→→ LIABILITY TO ITSELF

THEY PARTICIPATED WITH FIDUCIARY

1. IT IS A FACT THAT ALL THE DEFENDANTS PARTICIPATED WITH FIDUCIARIES IN BREACHING FIDUCIARY DUTY AND LEGAL CONTRACTS, OWED PLAINTIFF, JAMES P. MITHRA,
2. IT IS A FACT THAT ALL THE DEFENDANTS CONSPIRED WITH THE LENDING INSTITUTION TO BRING FRAUDULENT, BOGUS, FALSE CRIMINAL CHARGES TO HIDE THEIR BREACH OF FIDUCIARY DUTY.
3. IT IS A FACT THAT, UNDER NEW YORK LAW, DEFENDANTS FALSELY TESTIFIED BEFORE ONONDAGA GRAND JURY TO SECURE FRAUDULENT INDICEMENT AND TESTIFIED AT A WRONGFUL TRIAL TO GET A FRAUDULENT CONVICTION AND A LONG WRONGFUL SENTENCE.
4. IT IS A FACT THAT, AFTER PLAINTIFF WAS CRIMINALLY CONVICTED AND IMPRISONED, →

THEY PARTICIPATED WITH FIDUCIARY.

→→4.

THE DEFENDANTS WERE ABLE TO FREELY MANIPULATE PLAINTIFFS BUSINESS BANK ACCOUNTS WITHOUT HIS PERMISSION SINCE HE WAS IN PRISON DOING TIME OF 12 1/2 YEARS TO 24 YEARS. IN NEW YORK STATE CORRECTION FACILITIES, WITHOUT COMMITTING ANY CRIME, COMMITTED.

5.

IT IS A FACT THAT; UNDER NEW YORK LAWS IS THAT; ONE WHO PARTICIPATES WITH FIDUCIARY IN A BREACH OF FIDUCIARY DUTY AND LEGAL CONTRACTS OWED PLAINTIFFS IS "LIABLE" TO THE BENEFICIARIES FOR ANY DAMAGES CAUSED WHEREBY. SEE WHITNEY V. CITIBANK, 782 F.2d 1106, (C.A.2 N.Y. 1986). ALSO SEE; - S&K SALES CO. V. MIKE, INC. 816 F.2d 843 (C.A. N.Y. 1987). WHEELER V. BOWMAN, 285 N.Y. 284, 291, MODIFIED 286 N.Y. 582 (1941) SEE SCOTT ON TRUSTS SECTION 506 (3RD EDITION (1987)). ALSO; 42 U.S.C.A. 1985 (3) "LIABLE" →→

DEFENDANTS

1. JOHN CRUIZE, V.P. OF SECURITY SYRACUSE AREA CITIZENS BANK N.A. ET AL.
2. CATHELEEN NASH, CEO AND PRESIDENT CITIZENS BANK N.A. ET AL.
3. BETH VAN DOREN, A. DISTRICT ATTORNEY ONONDAGA COUNTY, ET AL.
4. ONONDAGA COUNTY, ET AL.
5. KEY BANK, N.A. ET AL.
6. LINDA MOSSLU, V.P. SECURITY KEY BANK N.A.
7. AMY BIDWELL, BANK OF AMERICA, BRANCH MANAGER
8. BANK OF AMERICA, N.A. ET AL.

→ SEE: BIGELOW V. RADIO PICTURES
R.K.O. SWARA.

ALL THE DEFENDANTS ARE ACCOUNTABLE
AND LIABLE FOR THE FOLLOWING ACTS:

1. IT IS A FACT THAT UNDER NEW YORK
LAWS AND U.S. CONSTITUTION
 - (A) WRONGFUL, FALSE ARREST AND
MALICIOUS PROSECUTION OF JAMES P.
MAINA, WITHOUT ANY PROBABLE CAUSE,
BUT MALICE AND TRICK BY THE
DEFENDANTS.
 - (B) WRONGFUL AND UNJUST INDICTMENT
WITHOUT ANY PROBABLE CAUSE BUT
DEFENDANTS LIES BEFORE ONONDAGA COUNTY
GRAND JURY, TO SECURE A TAINED,
WRONGFUL INDICTMENT.

- (C) UNJUST CONVICTION FOLLOWING A TRIAL WITH FRAUDULENT FALSE EVIDENCE IRRELEVANT WRONGFUL EVIDENCE WITH LIES.
- (D) WRONGFUL AND UNJUST LONG SENTENCE
- (E) INFLECTION OF UNJUST PAST PRESENT AND FUTURE PHYSICAL AND MENTAL PAINS;
- (F) UNJUST PRECONVICTION, INCARCERATION AND AFTER REVERSAL INCARCERATION.
- (G) DEPRIVATION FROM "LIBERTY" HUMILIATION, DEGRADATION, THE ANGUISH AND PSYCHOLOGICAL IMPACT FOR SOME ONE WITH PROSECUTION OF POSSESSION OF FORGED INSTRUMENT AND PETITE LARCENY LOOMING OVER HIM.

DEFENDANTS HAD LEGAL DUTY

1. IT IS A FACT THAT UNDER NEW YORK STATE LAW, DEFENDANTS HAD A LEGAL DUTY AS PLAINTIFFS FIDUCIARIES.
2. IT IS A FACT THAT THE DAY WHEN THE DEFENDANTS SIGNED BANK CONTRACTS WITH PLAINTIFFS TO BE THE SOLE BANKS TO COLLECT PLAINTIFFS LETTERS OF CREDIT AND CASH TRANSFERS FROM PLAINTIFFS BUSINESS ASSOCIATES.
3. IT IS A FACT THAT: IT IS NOT NECESSARY TO PROVE THAT PLAINTIFFS WERE GOING TO BE A PARTY TO ANY FUTURE CONTRACTS WITH THEIR BUSINESS ASSOCIATES.

SEE: RESTATEMENT (SECOND) OF TORTS SECTION 766B CMT (1979)
PPX ENTERS INC. V. AUDIO FIDELITY ENTERS INC 818 F.2d 266, 270.
(C.A. 2d N.Y. 1987.) HANDEX CORP. V. SMI INC. 140 F.3d 194 (C.A. 2 N.Y. 1998).

4. IT IS A FACT THAT; PURSUANT TO NEW YORK
LAW; PLAINTIFFS' REPUTATION,
RESPECT, GOOD WILL, AND BUSINESS
HAVE BEEN GREATLY DAMAGED AND
WOULD BE DAMAGED IN THE FUTURE.

IT IS A FACT THAT THIS PLEADING IS
SUFFICIENT TO PLEAD GENERAL
DAMAGES IN AN ACTION FOR TORTIOUS
INTERFERENCE WITH PROSPECTIVE
BUSINESS EXPECTANCY.

IT IS A FACT THAT THE REASONABLE
INTERFERENCE IS THAT PLAINTIFFS HAVE
LOST CUSTOMERS, THEIR BUSINESS
ASSOCIATES WORLD WIDE.

IT IS A FACT THAT; IN THIS DISPOSITIVE
CIVIL CASE, THE HONORABLE JUDGE
BRENDA K. SANNES WILL BE FAIR AND
STRONG ENOUGH TO DETERMINE PLAINTIFFS
DAMAGES. AS THE LAW DEMANDS: AS IN THE
CASE OF MAUMSTEEN V. BERSON, SUPRA, ALSO
RE: GARSON, SUPRA, ALSO RE: GELLOW V. R.K.O.
RADIO PICTURES SUPRA, AND MANY OTHERS NAMED
HEREIN BY U.S. SUPREME COURT ORDER. (THE
BIGELOW V. R.K.O. PICTURES) SUPRA.

THE PREVAILING PLAINTIFFS

VIOLATION OF BREACH OF FIDUCIARY
DUTY AND BREACH OF LEGAL CONTRACTS.
OWED PLAINTIFFS MAKE PLAINTIFFS TO
BE THE PREVAILING PLAINTIFFS.

PREVAIL PLAINTIFF MUST BE REIMBURSED.

1. IT IS A FACT THAT PLAINTIFFS CIVIL AND
CONSTITUTIONAL RIGHTS GUARANTEE OF
EQUAL RIGHTS DUE PROCESS OF THE
14TH AMENDMENT.
2. THIS HONORABLE COURT MUST ORDER
DEFENDANTS TO PAY BACK PLAINTIFFS
THEIR PROPERTY THEY FAILED TO COLLECT
AND ALSO, TO ORDER DEFENDANTS ALL
THE GENERAL PROVE'S THAT PLAINTIFFS
WOULD HAVE MADE IF DEFENDANT WOULD
NOT HAVE BREACHED THEIR FIDUCIARY DUTY
AND LEGAL CONTRACTS.

PREPARED AND PRESENTED BY:-

JPM

JAMES POTHINA, ROSE, PLAINTIFF

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